



**County-wide Wireless Internet Service  
Request for Qualifications (RFQ)**

Distributed by:

Oakland County Information Technology  
1200 N. Telegraph Road, Bldg. 49W  
Pontiac, MI 48341  
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## **1.0 INTRODUCTION**

Oakland County Department of Information Technology, on behalf of the yet to be formed Wireless Oakland Public Corporation (WOPC), is issuing this Request for Qualifications (RFQ) to obtain SEALED proposals for the design, installation, operation, management, and maintenance of a proposed county-wide wireless network and internet service.

The wireless network will be owned, installed, operated, managed, and/or maintained by the selected qualified Respondent(s). The County has articulated specific requirements that will be required of Respondents (potential private partners) and is soliciting creative technical and business solutions that could provide wireless internet service to all of the County's 1.2 million residents, over 40,000 businesses and countless visitors.

The objective of this RFQ is to provide sufficient information to enable Respondents to submit written proposals. This RFQ is not a contractual offer or commitment for services. Respondents must be full service providers of the products and services requested and those who manufacture and/or implement individual components of a wireless network are encouraged to partner with other providers.

To respond to this RFQ, proposals must conform to the procedures, format, and content requirements outlined in this document. Significant deviations may be grounds for disqualification. The County and/or WOPC reserve the right to waive, at its discretion, any irregularity or informality that they may deem correctable or otherwise not warranting rejection of the RFQ.

## **2.0 BACKGROUND INFORMATION**

The following background information has been provided in support of the Wireless Oakland™ County-wide Wireless Internet Service RFQ. Additional information can be found on the County's website at <http://www.co.oakland.mi.us>.

### **2.1 Oakland County Overview**

Oakland County Michigan is located in southeast Michigan, immediately north of the City of Detroit. The County covers 910 square miles, and encompasses 62 cities, villages and townships (CVTs). Detailed community profiles can be found on the County's Planning and Economic Development website at [http://www.co.oakland.mi.us/peds/info\\_pub/community\\_profiles\\_index.html](http://www.co.oakland.mi.us/peds/info_pub/community_profiles_index.html).

Located astride the Interstate 75 corridor and at the heart of "Automation Alley," the County is a world technology center. The County has perennially been the highest job-producing county in Michigan, and is home to approximately 211

Fortune 500 companies. The County is one of two dozen counties in the nation with the coveted AAA bond rating and in 1998, a bond rating agency ranked the County the best run county in America.

In 2000, the County's population was 1,194,156, a 10.2% increase from 1990. With approximately 440,000 parcels of property and an increase of approximately 7,000 parcels per year, the County has added over 10 billion dollars in total property value over each of the last five years. The County has approximately 500,000 households and 42,000 businesses; and features one of the lowest operating tax rates in the state. Finally, with a per capita income of roughly \$46,000 a year, the County is ranked the third wealthiest in the United States.

## **2.2 Wireless Oakland™ Overview**

Wireless Oakland™ is an initiative launched by County Executive L. Brooks Patterson that consists of three goals. The first goal is to blanket the County's 910 square miles with wireless internet service. The second goal will directly address the County's "digital-divide" and provide low-cost or no-cost PC's and technology training to underserved population groups. Finally, the third goal will develop a Telecommunication and Technology Planning Toolkit that will support continued high-tech investments in local government and promote the integration of those investments with local community character and quality of life.

The benefits of this initiative are nearly endless. Wireless Oakland™ will prepare the residents of the County for the jobs of tomorrow. As businesses go high-tech and more high-tech firms locate and relocate their businesses within the County, the residents of the County must be prepared to fill the jobs those businesses have to offer. Government agencies will also benefit from increased efficiencies when providing services to the public.

Please note, this RFQ only addresses the needs of the first goal of the Wireless Oakland™ initiative.

## **2.3 Wireless Oakland Public Corporation Overview**

To assist with the implementation of Wireless Oakland™, the County, together with one or more of the cities, villages, and townships (CVTs) located in the County, plan to create a public corporation (Wireless Oakland Public Corporation--WOPC) to collect and pool their respective public assets. WOPC will create unique public/private partnership(s) and facilitate access to the assets necessary to build-out and operate the wireless network. Other assets are available, which are owned by private entities interested in the success of the Wireless Oakland™ initiative.

The current inventory of assets includes:

- Traffic Signals
- Government Buildings
- Public Educational Buildings
- Public Communication Towers
- Private Communication Towers (Respondents will be responsible for co-location agreements with Private Communication Tower Companies)
- Tornado Siren Poles
- Dark Fiber Capacity
- Line of Site Network Towers
- Geospatial Data (location-based inventory of assets)

A general map of the assets anticipated is in Appendix B. More detailed maps will be provided to those Respondents who return the Intent to Respond Form by May 19, 2005, execute the Nondisclosure Agreement in Appendix C, and attend the RFQ Pre-Bid Meeting.

The WOPC **WILL NOT** own or operate the wireless network. It is expected that WOPC will license the use of collected assets to private partners on a non-exclusive, non-interfering (i.e., with any other site users rights or other communications networks) basis. Private partners shall not have any permanent or exclusive rights to these public assets. Private partners must also anticipate, and be responsible for, possible equipment "re-locations" as possible future public needs for any licensed assets may change over time.

### **3.0 WIRELESS INTERNET SERVICE PROVIDER REQUIREMENTS**

The requirements set forth in this section of the RFQ serve as minimum qualifications for the selection of private Wireless Internet Service Provider (WISP)(s). The requirements have been grouped into the following sections: General Requirements, Business Model Requirements, Technical Solution Requirements, and Implementation and Support Service Requirements.

#### **3.1 General Requirements**

The WOPC, through its private sector partners(s), intends to provide "open-air" and "in-building" wireless internet service that compliments broadband services currently provided throughout the County. WOPC has not developed detailed requirements to guide the build-out because the network will be installed, owned, and operated by private partner(s). Instead, a series of high-level, fundamental service boundaries have been identified. These boundaries will ensure the WISP(s) solutions are consistent with the objectives set forth by the Wireless Oakland™ initiative. In summary, the wireless internet service boundaries are:

- A portion of the wireless internet bandwidth will be free to all residents, businesses and visitors of Oakland County.
- WISP(s) will be permitted to sell, and profit from, additional services above and beyond those free services. Public entities and/or the WOPC will not be allowed to financially benefit from the "for-fee" services.
- The wireless internet service will be provided in rural and urban areas of the county so county-wide coverage can be ensured.
- The wireless internet service will support "consumer-based" technologies.
- Access to the wireless internet service will be provided through a standard captive portal and a single log-in database that provides a uniform user experience throughout the county.
- Public tax dollars and/or grant monies will not be used to subsidize the provision of wireless internet service.

These service boundaries serve as primary evaluation criteria during the competitive selection of private partner(s). Each respondent should give careful consideration to these fundamental boundaries in their proposal.

This RFQ seeks proposals for "full service" county-wide internet service providers who provide:

- Wireless network architecture, design, and hardware procurement services
- Hardware installation, ISP connectivity, and operation/maintenance services
- Marketing, and customer/technical support services

Proposals from Respondents who manufacture and/or implement individual components of a wireless network will not be entertained. Individual component providers are encouraged to partner with other providers so a "full-service" solution can be proposed.

Oakland County will consider alternative proposals from any Respondent who desires to propose a business model or technology solution that differs from that defined in the RFQ, but still allows WOPC to achieve the objectives set forth in this section of the RFQ.

### **3.1.1 Insurance, Bond, and Legal Compliance**

Respondents will be required to provide insurance and bonds to mitigate the risk of installing hardware on the public and private assets. Specific terms of the bonding and insurance requirements will be outlined during negotiation of a future Agreement. Respondents must document that the proposed internet service and wireless network will meet all applicable legal requirements.



### **3.1.2 Demonstration Project**

One qualified Respondent will be required to implement a demonstration project in an urban County community in early September 2005. The demonstration project will be an opportunity to evaluate the proposed technologies in a small geographic area (10-12 city blocks) and gather feedback from the general public. The cost of the demonstration project will be borne by the qualified Respondent and the qualified Respondent is expected to assume complete management and responsibility for the demonstration project.

### **3.1.3 Pilot Projects**

Certain qualified Respondent(s) will be required to implement a pilot project in assigned County communities in the Fall 2005. The pilot projects will be an opportunity to further evaluate the proposed technologies and gather feedback from the general public. The specific communities that will participate in the pilot projects will be announced in July or August 2005. The cost of the pilot projects will be borne by the qualified Respondent and the qualified Respondent is expected to assume complete management and responsibility for the project.

## **3.2 Business Model Requirements**

A successful and sustainable private partner business model will be a key factor to the long-term success of the Wireless Oakland™ initiative. At a minimum, Respondents must define in their proposals how their business models will address the following:

1. The provision of “free” wireless internet bandwidth for all residents, businesses and visitors in your proposed WISP service area. Include with this description the “free” service offerings, their operating frequency, and their upstream and downstream transmission speeds.
2. The provision of “for-fee” services in your proposed WISP service area. Include with this description the standard service offerings, associated fee (subscription and one-time) structures, their operating frequency, and their upstream and downstream transmission speeds. The proposal must also state any services (SMTP server, email, spam blocking, hosting services, etc.), above and beyond increased bandwidth that may be offered.
3. The provision of wireless internet service in rural and urban areas of the county (county-wide coverage). Include with this description the proper names of the city, village or township to be served. The proposal must also state any city, village or township where partial coverage is proposed.

4. The service capacity (in terms of number of users) that will be offered in your proposed WISP service area. Include with this description an initial “day one” service capacity as well as projected capacity each year through 2010. Also state the assumptions used to estimate capacity and provide an overview of effective bandwidth for the typical user.
5. The provision of access to the wireless internet service via a standard captive portal and a single log-in database that provides a uniform user experience throughout the county. Respondents must indicate if they are willing to host a single log-in database that could be used by each WISP.
6. The provision of a sustainable business model supporting use of the wireless internet service through 2010. Include in this description any proposed changes in service offering that will occur over this period.

Respondents must provide a narrative that illustrates the expected “free” and “for-fee” user experience. The narrative should also include an overview of the anticipated captive portal and single log-in experience.

Respondents must identify if they currently provide wireless internet services and/or have wireless infrastructure deployed in Oakland County. Also indicate whether the existing services and/or infrastructure will be leveraged as a part of the proposed business model.

Respondents must also address any possible service limitations or potential interference with existing communication networks (i.e. public safety, etc.) and equipment in their proposals.

### **3.3 Technical Solution Requirements**

A successful technical solution will provide “consumer-based” wireless coverage for the entire County. WISP(s) will be expected to work with other service providers to ensure successful technology integration along service boundaries. Respondents must also distinguish which technical solutions apply to the “free” and/or “for-fee” service offerings. At a minimum, respondents must define in their proposals how their technical solutions will address the following:

1. Support for wireless access from “consumer-based” desktop PCs, laptop PCs, Tablet PCs, handheld devices, mobile phones, or other devices with appropriate wireless protocols. Include with this description the method used by individuals to obtain access; and any additional software or system configuration that must be installed or completed by the consumer.

2. Support for "open-air" (outdoor) wireless internet service. Include with this description any additional equipment that will be needed by consumers to access the wireless internet service. Also state the best available service speeds by wireless internet service offering.
3. Support for "in-building" wireless internet service. Include with this description an overview (type of buildings penetrated, rooms covered by service, etc.) of the "in-building" coverage that will be offered by the Respondent's technical solution; and any additional equipment that may be needed by consumers to access the wireless internet service. Also state the best available service speeds by wireless internet service offering.
4. The provision of hardware compatible with field conditions experienced in the County. Include with this description an overview of the hardware's ability to deal with extreme outdoor weather conditions (temperatures, moisture, dust/dirt, wind, etc.), and any installation requirements or procedures that are used to mitigate these conditions.
5. The provision of a fault tolerant network design, hardware and related technology. Include with this description an overview of the network's ability to deal with power fluctuations, outages, and equipment failures. Describe how the network design reasonably reduces the single points of failure and provides alternative means to mitigate service outages.
6. The provision of network security. Include with this description any measures incorporated in the design to protect users of the network from common security threats including denial of service, port scanning, viruses, spam, phishing, etc. The description should differentiate between attacks originating inside and outside of the vendors network.
7. The restriction of network traffic. Include with this description any usage restrictions that will be placed on the various user groups (free or for-fee). Restrictions could include the use of VPN, email (SPAM control), access to internet sites, network security threats (port scanning), or others uses or practices the Respondent may wish to restrict or regulate.
8. The provision of prioritized quality of service and/or wireless network bandwidth based on wireless internet service offerings.
9. Support for IEEE standards. Include with this description current IEEE standards supported by the Respondent's technical solution.

10. The provision of a sustainable technical infrastructure supporting use of the wireless internet service through 2010. The proposal must also include any wholesale wireless technology upgrades that will be provided over this period. Please note, wireless network technology changes must be reviewed with the WOPC to ensure that consistent, consumable, county-wide user experience is maintained.

Photos, physical characteristics, and power requirements for all proposed wireless internet hardware must be included.

Oakland County will openly entertain any technology solution that meets the WOPC's business objectives. Additional technical services that would enhance those proposed by the WOPC are encouraged.

### **3.4 Implementation and Support Service Requirements**

Each WISP should give careful consideration to the implementation and support services that will be offered with their business model and technical solution. At a minimum, Respondents must define in their proposals how they will address the following:

1. The provision of a detailed implementation plan and project timeline. Include with this description a project timeline and build-out schedule that assumes public assets are available Summer or early Fall 2005.
2. The provision of project management services to assist with the build-out of the wireless network. WISP(s) are expected to assign to the WOPC an Executive Sponsor and Project Manager for the duration of the network build-out. The WISP Executive Sponsor, or a representative of their choice, will be assigned to the WOPC Advisory Committee as outlined in Section 2.3 of the RFQ.
3. The provision of network architecture services to assist with the build-out of the wireless network. WISP(s) are expected to assign to the WOPC a wireless Network Engineer for the duration of the network build-out.
4. The provision of installation and configuration services and how the WISP will work with the WOPC to gain access to assets. Include with this description any device configuration; and tuning and/or configuration services that will be included for the duration of the network build-out. Also include a description of the maintenance required on the devices located on facilitated assets.
5. The provision of network monitoring services and management services. Include with this description network performance monitoring, configuration management, fault management, user management and any

security management services that will be offered. Also include a description of the measures that will be taken to monitor radio interference and noise levels.

6. The provision of customer/technical support services. Include with this description a detailed methodology for handling the following: support hours of operation, help desk call triaging, diagnosis and response times, help desk access methods (telephone, email and web), user account creation and management, technical support resolution, billing or invoice problem resolution; and the development of a FAQ list. Support staff is expected to be in place as the WISP's service area becomes operational.
7. The provision of WISP marketing/promotion services. Include with this description a detailed methodology that will market and promote the use of the wireless internet services offered by the private partner.
8. The provision of network maintenance services. Include with this description a detailed methodology for handling incremental hardware and related technology replacements; hardware inventory management; and capacity upgrades.

Oakland County will openly entertain any value-added services provided by a respondent. Additional services that would enhance those proposed by the WOPC are encouraged.

## **4.0 PROPOSAL SUBMISSION REQUIREMENTS**

The administrative rules and procedures that guide the proposal process are described in this section. Failure of the Respondent to adhere to the requirements may result in elimination of the Respondent from further consideration in the proposal selection process.

### **4.1 Proposal Submission Deadline**

Six hardcopies and two copies on CDs in Adobe Reader PDF format of your proposal, clearly marked "Wireless Oakland™ Initiative County-wide Internet Service RFQ Response" must be received and stamped by the Oakland County Purchasing Division no later than **June 27 at 3:00 PM.**

Responses should be addressed to:

Richard Brower  
Oakland County Purchasing  
1200 North Telegraph Road, Bldg. #34 East  
Pontiac, Michigan 48341-0462  
Phone: (248) 858-5483  
Fax: (248) 452-9702  
Email: [browerr@co.oakland.mi.us](mailto:browerr@co.oakland.mi.us)

Proposals may be either mailed or hand-delivered. If the proposal is sent by mail or commercial express service, the respondent shall be responsible for actual delivery of the proposal to the proper Oakland County office before the deadline. All proposals become the property of Oakland County. The content of all proposals shall be held confidential and sealed until after the submission deadline.

#### **4.2 Late Proposals, Modifications, or Withdrawal**

Proposals received after the date and time indicated will not be considered and will be returned unopened if the Respondent is identified on the proposal envelope.

Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified shall be resealed and submitted to the previously identified Oakland County Purchasing Division prior to the proposal submission deadline.

#### **4.3 Packaging**

Each proposal must be sealed to provide confidentiality of the information prior to the submission date and time. Oakland County will not be responsible for premature opening of proposals not properly labeled. Clearly mark one hardcopy proposal copy as the "Master Proposal" and enclose originals of the required forms. Each proposal set shall be accompanied by a transmittal letter signed in ink by an authorized company representative, empowered with the right to bind the Respondent.

#### **4.4 Exceptions**

Any exceptions to the RFQ objectives must be clearly stated under a separate section entitled "Exceptions." If any exceptions are taken, an explanation must be made giving in detail the extent of the exception and the reason for it. Failure on the part of the respondent to list exceptions as instructed above will be interpreted that the Respondent has taken no exceptions and that the offering is in complete conformance to the specifications and RFQ objectives contained

herein. Any exceptions or deviations discovered after the closing date will be to the Respondent's account and, consequently, will not be negotiated.

#### **4.5 Reliance on RFQ Content**

The County and/or WOPC shall be entitled to rely on the proposal for future possible contract negotiations. It is anticipated that WOPC and the selected qualified Respondent(s) will enter into a contractual relationship for the provision of wireless internet service.

#### **4.6 Proposal Costs**

The Respondent shall be responsible for all costs incurred in the development and submission of this proposal. Oakland County assumes no contractual obligation as a result of the issuance of the RFQ, the preparation or submission of a proposal by a Respondent, the evaluation of an accepted proposal, or the selection of finalists. The WOPC shall not be contractually bound until the WOPC and the selected Respondent have executed a written contract for performance of work.

#### **4.7 Economy of Proposals**

Proposals and presentations should be prepared simply and economically, providing a straightforward and concise description of the Respondent's capabilities to satisfy the requirements of the RFQ. Special bindings, colored displays, etc. are not necessary. Emphasis should be placed on completeness and clarity of content.

#### **4.8 Multiple Proposals**

Multiple proposals or substitutions will be considered and are defined as the submission by the same Respondent of two or more responsive proposals offering variations in the delivery of wireless internet service, each of which meet the requirements of the RFQ. Multiple proposals shall be submitted separately, clearly noted as alternatives and will be evaluated as independent proposals.

#### **4.9 Prime Contractor Responsibility**

Respondents have an option of subcontracting for products and services they propose. If any products or services are to be subcontracted, the Respondent shall provide, within the proposal, a description of the subcontracting organization and the contractual arrangements made therewith. The selected Respondent will also furnish the corporate or company name and the names of officers or principals of said companies proposed as subcontractors. The WOPC will consider the prime contractor to be solely responsible in all contractual matters, including payment of any and all charges resulting from such

subcontractor arrangements. The selected Respondent shall cause appropriate provisions of its proposal to be inserted in all subcontracts ensuing to insure fulfillment of all contractual provisions by subcontractors.

#### **4.10 Complete Services/Products**

The selected Respondent shall be required to (1) furnish all tools, equipment, supplies, supervision, transportation, and other accessories, services, and facilities necessary to complete the work (2) furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work (3) provide and perform all necessary labor; and (4) perform and complete the work in accordance with good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions of this RFQ and the resultant agreement.

### **5.0 PROPOSALS**

To expedite and simplify proposal evaluation and to assure that each proposal receives the same orderly review, all proposals must comply with Section 4 – Response Submission Requirements of the RFQ and adhere to the format described in this section. Proposals must contain the elements of information specified. Proposal sections and pages should be appropriately numbered. Any variances from specifications, which may be proposed, must be specifically noted.

#### **5.1 Intent to Respond Form**

Respondents that intend to respond to the Wireless Oakland™ Initiative County-wide Internet Service RFQ must return the Intent to Respond Form (Appendix A) and an executed Nondisclosure Agreement (Appendix C) to the Project Contact no later than **May 19, 2005 at 3:00 PM**. Potential partners must provide their contact information and identify the geographic boundaries of their proposed WISP service area on the Intent to Respond Form.

#### **5.2 Pre-Bid Meeting**

Oakland County will invite **ONLY** those Respondents who return the Intent to Respond Form to a Pre-Bid Meeting that will be held at the Oakland County Department of Information Technology Lecture Hall. The Pre-Bid Meeting will be held on **May 25, 2005**. The specific time for the Pre-Bid Meeting, and directions to the Information Technology Building, will be distributed on May 20, 2005 to those Respondents who return the Intent to Respond Form.

To reiterate, more detailed maps of the asset locations in the proposed WISP service areas will be provided to those Respondents who return the Intent to Respond Form and attend the RFQ Pre-Bid Meeting.



### **5.3 Requests for Clarification**

Specific requests for clarification must be sent via email or fax and include the specific section(s) of the RFQ that is in question. Requests for Clarification must be submitted to the Project Contact no later than **June 8, 2005 at 3:00 PM**. Questions will not be entertained after this date. Questions, requests for clarification, and/or additional information regarding this RFQ will be publicly available and not kept confidential. Official responses to the Requests for Clarification will only be distributed to those Respondents who return the Intent to Respond Form.

### **5.4 Proposal Format**

Proposals must include a table of contents listing all sections, figures, and tables. Major sections and appendices should be separated by labeled ring binder index tabs. Pages may be double-sided, and must be numbered.

Proposals must address the requirements completely and accurately using the required format. The proposals shall be organized according to the following outline:

- Section 1: Introduction and Executive Summary
- Section 2: Response to Business Model Requirements
- Section 3: Response to Technical Solution Requirements
- Section 4: Response to Implementation and Support  
Service Requirements
- Section 5: WISP Experience

#### **5.4.1 Introduction and Executive Summary**

Section 1 of the proposal must include a brief executive summary of the major facts or features of the proposal, including any conclusions, assumptions, and recommendations the Respondent desires to make. The executive summary should be designed specifically for review by a non-technical audience and senior management.

Submit the following information relative to the Respondent. If a joint venture, similar information must be provided for each member of the joint venture.

1. Company name and business address, including telephone number, fax number and Internet address.
2. Year established (include former firm names and year established, if applicable).
3. Type of ownership and parent company if any.

4. Respondent's contact name, address, phone number, and email address, if different than Item 1. Include contact information (name, title, address, telephone number, and email address) for the Respondent's authorized negotiator. The authorized negotiator identified shall be empowered to make binding commitments on behalf of the Respondent.
5. Brief statement of the firm's background demonstrating longevity, financial status and stability. Include a copy of the Respondent's most current financial annual report or statement of financial condition, or equivalent.

Submit a brief description of Respondent's corporate and other organizational history and experience design, installation, operation, management, and maintenance of wireless internet service provision.

#### **5.4.2 Response to Business Model Requirements**

Section 2 of the response must include a detailed description of how the Respondent will address the Business Model Requirements in the proposed WISP service areas. Specific responses to the requirements set forth in Section 3.2 must be referenced in the response. Section 3.2 of this RFQ provides a detailed description of the minimum business model requirements that must be addressed by the Respondent.

The Respondent is requested, where appropriate, to include supporting literature. If included, this supporting literature must be referenced in the response and included in an appendix to the Respondent's proposal.

#### **5.4.3 Response to Technical Solution Requirements**

Section 3 of the response must include a detailed description of how the Respondent will address the Technical Solution Requirements in the proposed WISP service areas. Specific responses to the requirements set forth in Section 3.3 must be referenced in the response. Section 3.3 of this RFQ provides a detailed description of the minimum technical solution requirements that must be addressed by the Respondent.

The Respondent is requested, where appropriate, to include supporting literature. If included, this supporting literature must be referenced in the response and included in an appendix to the Respondent's proposal.

#### **5.4.4 Response to Implementation and Support Service Requirements**

Section 4 of the response must include a detailed description of how the Respondent will address the Implementation and Support Service Requirements in the proposed WISP service areas. Specific responses to the requirements set forth in Section 3.4 must be referenced in the response. Section 3.4 of this RFQ

provides a detailed description of the minimum implementation and support service requirements that must be addressed by the Respondent.

The Respondent is requested, where appropriate, to include supporting literature describing their desired outcomes. If included, this supporting literature must be referenced in the response and included in an appendix to the Respondent's proposal.

#### **5.4.5 WISP Experience**

Section 5 of the response must include a description of relevant wireless internet service installations. Relevant is defined as installations using the wireless internet services similar to those proposed for the County. The description must provide the following information at a minimum: Organization Name, Contact Person with Address, Telephone Number and Email Address, Participating Organization, Geography Covered (size and relative topography) by Wireless Internet Service, Date of Installation, and Status of Implementation. The Respondent agrees that the County may contact the references given and visit installed sites if desired.

Submit job descriptions and qualifications for each team member (Executive Sponsor, Project Manager, Network Architect, etc.) that will be assigned to the implementation of the wireless internet service. Respondent staff qualifications must include longevity with firm, relevant certifications, brief project/assignment history with company, educational background, and employment history.

#### **5.5 Selection Criteria**

At a minimum, Respondents must do the following to be considered:

1. Return the Proposal Form, enclosed with Respondent's proposal, signed by a legal representative of Respondent's organization. Place this form in the "Master Proposal" as described in Section 4.3 of RFQ.
2. Return the Intent to Respond Form and signed Nondisclosure Agreement.
3. Complete the information required in this RFQ.
4. Submit one (1) Master Proposal; five (5) printed copies; and two (2) CD's for a TOTAL of eight (8) proposals. Proposals shall be delivered to the address listed in Section 4.1 of this RFQ in a sealed package with the wording "Wireless Oakland™ Initiative County-wide Internet Service RFQ Response" clearly marked on the outside of the envelope/package. The wording "Master Proposal" is to appear on the outside of the binder containing the original signed proposal. Proposals may **NOT** be delivered via facsimile or email.

The County will use the following criteria to evaluate Respondents' RFQ proposal responses meeting the minimum requirements described above. This is not a comprehensive list, nor does the arrangement imply order of importance:

*Compliance with RFQ Instructions:* The proposal will be evaluated for compliance with the instructions set forth in Section 4.0, Section 5.0, and Section 6.0 of the RFQ.

*Business Model Requirements:* The proposal will be evaluated for compliance with the Business Model Requirements set forth in Section 3.2 of the RFQ. (WOPC **WILL NOT** own, operate or financially subsidize the wireless internet service). Specific attention will be given to the Respondents approach to the provision and capacity of free bandwidth for residents, businesses and visitors of Oakland County; the for-fee services that will be offered including standard service offerings, associated fee structures, and upstream and downstream transmission speeds; the WISP service area capacity; and the Private Partner Business Model Sustainability Model.

*Technical Solution Requirements:* The proposal will be evaluated for compliance with the Technical Solution Requirements set forth in Section 3.3 of the RFQ. Specific attention will be given to the Respondents approach for the provision "open-air" and "in-building" wireless internet service; the use of the wireless internet service from a variety of computer devices; and the allocation of environmentally reliable hardware.

*Implementation and Support Service Requirements:* The proposal will be evaluated for compliance with the Implementation and Support Service Requirements set forth in Section 3.4 of the RFQ. Specific attention will be given to the Respondents approach to the provision of project management, network architecture, installation, and customer/technical support services.

*Corporate Viability and Vision:* The WOPC is looking for world-class Respondents to partner with and advance, the Wireless Oakland™ initiative. The proposal will be evaluated for corporate viability, experience and strategic visioning. Specific attention will be given to the Respondent's desire to strengthen the Wireless Oakland™ initiative and enhance the services offered to the constituents of the County.

## 5.6 Oral Presentations

During the evaluation process the County will invite short-listed Respondents to give an oral presentation of its proposal. Presentations are at the option of the WOPC and may not be conducted. Therefore, written proposals should be complete.

## 6.0 TIMELINE

The following is a high-level RFQ response timeline. Specific project timelines will be developed with the successful Respondent after selection.

|   |                          |
|---|--------------------------|
| Request for Qualification Released      | April 29, 2005           |
| Intent to Respond Form Due              | May 19, 2005 at 3:00 PM  |
| Nondisclosure Agreement Due             | May 19, 2005 at 3:00 PM  |
| Pre-Bid Meeting                         | May 25, 2005             |
| Requests for Clarification Due          | June 8, 2005 at 3:00 PM  |
| Request for Qualification Responses Due | June 27, 2005 at 3:00 PM |
| Oral Presentations                      | TBD                      |
| Successful Partner(s) Selected          | August 2005              |

### **Responses to this Request for Qualifications are due on June 27, 2005.**

These dates are estimates only and the County reserves the right to alter the schedule as it deems appropriate. Time extensions will only be considered in circumstances beyond the Respondent or County's control. If for any reason, the proposed response schedule cannot be met, the Respondent must notify the County immediately and demonstrate cause and the extent of delay.

## 7.0 PROJECT CONTACT

This RFQ is being issued by Oakland County on behalf of the yet to be formed Wireless Oakland Public Corporation (WOPC). All requests for clarification or additional information regarding the RFQ shall be directed in writing (email preferred) to the project contact at the following address:

Richard Brower  
Oakland County Purchasing  
1200 North Telegraph Road, Bldg. #34 East  
Pontiac, Michigan 48341-0462  
Phone: (248) 858-5483  
Fax: (248) 452-9702  
Email: [browerr@co.oakland.mi.us](mailto:browerr@co.oakland.mi.us)

The Department of Information Technology will respond to any request for clarification or additional information in a timely manner. Responses will be posted on the County's Wireless Oakland™ website and distributed to those Respondents who return the Intent to Respond Form.

## **8.0 PROJECT BID PACKAGE**

Bid request package contents can be obtained on Oakland County's Wireless Oakland™ website (<http://www.co.oakland.mi.us/wireless>). The package includes the following documents:

- Request for Qualifications – Purchasing Form.
- Request for Qualifications – RFQ in PDF and MSWord Format.
- Bid Timelines as described in this RFQ.

## **9.0 ASSET INVENTORY NONDISCLOSURE**

Respondents agree that they will use any and all map data provided by the County and/or the WOPC solely for the purpose of preparing a response to this RFQ. The County grants Respondents permission to incorporate the map data, on an element-by-element basis, into their RFQ response. Respondents shall not resell or redistribute the map data as a unit, package, or in its entirety to third parties.

## **10.0 OTHER RELATED MATTERS**

The County will openly entertain any value-added alternative(s) provided by a Respondent's Private Partner Business Model, Private Partner Technical Solution; and/or Private Partner Implementation and Support Services Requirements. Additions to the business model, technical solution that would enhance the business objectives proposed by the WOPC are encouraged.

## **Appendix A**

## Appendix A: Intent to Respond Form

The completion of this form indicates the Respondent's intent to respond to the Request for Qualifications.

Firm Name: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_

Primary Contact Person Position: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Desired Wireless Internet Service Area: \_\_\_\_\_  
\_\_\_\_\_

Note: Use the proper city, village or township (CVT) name to identify the desired service area. If the Respondent is proposing to service only a portion of a city, village or township, then a map indicating the service area should be provided with the Intent to Respond Form.

Please return this form to the Project Contact by **May 19, 2005 at 3:00 PM**. Points of clarification will only be sent to those Respondents who return the Intent to Respond Form.



## **Appendix B**



## **Appendix C**

## Appendix C: Nondisclosure Agreement

This Nondisclosure Agreement (this "Agreement") is made on \_\_\_\_\_, 2005, between

\_\_\_\_\_, ("Respondent"), and Oakland County, 1200 North Telegraph, Pontiac, Michigan 48341, a Michigan Constitutional and Municipal Corporation ("the County"). The term "Parties" shall refer to Respondent and the County, collectively.

### RECITAL

WHEREAS, on April 29, 2005, the County through its Department of Information Technology and Purchasing Division issued the "Wireless Oakland™, County-wide Wireless Internet Service Request for Qualifications" (RFQ).

WHEREAS, the County may disclose valuable proprietary information to the Respondent, specifically the Asset Inventory Map listed as Appendix B to the RFQ. The County would like to protect the confidentiality of, maintain its respective rights in, and prevent the unauthorized use and disclosure of, such information.

### AGREEMENT

The Respondent and the County agree to the following:

- 1. Confidential Information.** As used in this Agreement, "Confidential Information" means all documents, of any nature and in any form, including, but not limited to, the Asset Inventory Map listed as Appendix B to the RFQ, regardless of when given, that are disclosed by the County or its subcontractors to the Respondent.
- 2. Use of Confidential Information.** Except as expressly provided in this Agreement, the Respondent will not disclose Confidential Information to anyone without the County's prior written consent.
- 3. Exceptions.** The provisions of Section 2 shall not apply to any Confidential Information that (i) is or becomes publicly available without breach of this Agreement; (ii) is rightfully received from a third party; (iii) can be shown by documentation to have been independently developed by the Respondent without reference to any Confidential Information, or (iv) the Respondent is obligated by law, court rule, or court order to disclose Confidential Information.

**4. Respondent Personnel.** The Respondent will restrict the possession, knowledge, development and use of Confidential Information to its employees, agents, and subcontractors (collectively, "Personnel") who have a need to know Confidential Information in connection with preparing the response to the RFQ.

**5. Ownership and Return of Confidential Information.** All Confidential Information will remain the exclusive property of the County, and the Respondent will have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein. Upon the County's written request or upon termination of this Agreement, the Respondent will, within five (5) business days, return or destroy all Confidential Information (in any form) and/or material embodying Confidential Information (in any form).

**6. Term.** The term of this Agreement shall be one (1) year from execution, unless earlier terminated according to terms and conditions of this Section. This Agreement shall automatically terminate upon (i) the termination of dealings between the Respondent and the County or (ii) upon the written request of the County.

**7. Miscellaneous.** This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each Party will act as an independent contractor and not as an agent of the other Party for any purpose, and neither will have the authority to bind the other. This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and may be amended or modified only with the mutual written consent of the Parties. Each Party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other Party, whether express or implied, in fact or in law. Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. This Agreement will be governed by the laws of the State of Michigan, without reference to choice of law rules. If a provision of this Agreement is held invalid under any applicable law, the entire Agreement will automatically terminate. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and when necessary, the court is requested to reform any and all terms or conditions to give them such effect. Any use of singular or plural numbers, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this contract shall be deemed the appropriate plurality, gender, or possession, as the context requires.

The Parties have executed this Agreement on the date first written below.

**"RESPONDENT"**

The executing representative below is authorized to execute this Agreement on behalf of the Respondent.

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**"The County"**

The executing representative below is authorized to execute this Agreement on behalf of the County.

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_